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6 Attorneys for Plaintiffs,
XIAOYAN ZHOU and HUI CAO

7
8 **UNITED STATES DISTRICT COURT**

9
10 **CENTRAL DISTRICT OF CALIFORNIA, SOUTHERN DIVISION**

11
12 XIAOYAN ZHOU, an individual, and
HUI CAO, an individual;

13 Plaintiffs,

14 vs.

15 BANK OF AMERICA, N.A., a
16 national banking association;
JPMORGAN CHASE BANK, N.A., a
17 national banking association;
TRILOGY ESCROW, INC., a
18 California corporation; JANELLE
COWAN, an individual;
19 NAVIGATORS REAL ESTATE,
INC. dba PINNACLE REAL ESTATE
20 GROUP, a California corporation;
MUZI ZHOU, an individual; and
21 DOES 1-20, inclusive,

22 Defendants.
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Case No.: 8:24-cv-02815-FLA (ADSx)

STIPULATED PROTECTIVE ORDER

I. PURPOSES AND LIMITATIONS

A. Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section XIII(C), below, that this Stipulated Protective Order does not entitle them to file confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the Court to file material under seal.

II. GOOD CAUSE STATEMENT

A. This action is likely to involve trade secrets, customer, banking and other valuable research, development, commercial, financial, technical and/or proprietary information for which special protection from public disclosure and from use for any purpose other than prosecution of this action is warranted. Such confidential and proprietary materials and information consist of, among other things, confidential business or financial information, information regarding confidential business practices, or other confidential research, development, or commercial information (including information implicating privacy rights of third parties), information otherwise generally unavailable to the public, or which may be privileged or otherwise protected from disclosure under state or federal statutes, court rules, case decisions, or common law.

1 B. The parties anticipate that documents produced in discovery and witness
2 testimony will include sensitive information about Plaintiffs Xiaoyan Zhou and Hui Cao
3 (collectively, “Plaintiffs”). It is important that this information remain protected and not
4 be readily available due to the dangers of identity theft.

5 C. Furthermore, the documents to be produced by defendant JPMorgan Chase
6 Bank, N.A. (“Chase”) contain confidential and proprietary information regarding Chase’s
7 systems and procedures, including as they relate to the processing of wire transfers.
8 Disclosure of such information could provide a competitive advantage to Chase’s
9 competitors and facilitate fraud against Chase and its customers.
10

11 D. Accordingly, to expedite the flow of information, to facilitate the prompt
12 resolution of disputes over confidentiality of discovery materials, to adequately protect
13 information the parties are entitled to keep confidential, to ensure that the parties are
14 permitted reasonably necessary uses of such material in preparation for and in the
15 conduct of trial, to address their handling at the end of the litigation, and serve the ends
16 of justice, a protective order for such information is justified in this matter. It is the
17 intent of the parties that information will not be designated as confidential for tactical
18 reasons and that nothing be so designated without a good faith belief that it has been
19 maintained in a confidential, non-public manner, and there is good cause why it should
20 not be part of the public record of this case.
21

22 **III. DEFINITIONS**

23 A. Action: This pending federal law suit.

24 B. Challenging Party: A Party or Non-Party that challenges the designation of
25 information or items under this Order.
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1 C. “CONFIDENTIAL” Information or Items: Information (regardless of how it
2 is generated, stored or maintained) or tangible things that qualify for protection under
3 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause
4 Statement.

5 D. Counsel: Outside Counsel of Record and House Counsel (as well as their
6 support staff).

7 E. Designating Party: A Party or Non-Party that designates information or
8 items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”
9

10 F. Disclosure or Discovery Material: All items or information, regardless of
11 the medium or manner in which it is generated, stored, or maintained (including, among
12 other things, testimony, transcripts, and tangible things), that are produced or generated
13 in disclosures or responses to discovery in this matter.

14 G. Expert: A person with specialized knowledge or experience in a matter
15 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
16 expert witness or as a consultant in this Action.

17 H. House Counsel: Attorneys who are employees of a party to this Action.
18 House Counsel does not include Outside Counsel of Record or any other outside counsel.
19

20 I. Non-Party: Any natural person, partnership, corporation, association, or
21 other legal entity not named as a Party to this action.

22 J. Outside Counsel of Record: Attorneys who are not employees of a party to
23 this Action but are retained to represent or advise a party to this Action and have
24 appeared in this Action on behalf of that party or are affiliated with a law firm which has
25 appeared on behalf of that party, and includes support staff.
26

1 K. Party: Any party to this Action, including all of its officers, directors,
2 employees, consultants, retained experts, and Outside Counsel of Record (and their
3 support staffs).

4 L. Producing Party: A Party or Non-Party that produces Disclosure or
5 Discovery Material in this Action.

6 M. Professional Vendors: Persons or entities that provide litigation support
7 services (e.g., photocopying, videotaping, translating, preparing exhibits or
8 demonstrations, and organizing, storing, or retrieving data in any form or medium) and
9 their employees and subcontractors.
10

11 N. Protected Material: Any Disclosure or Discovery Material that is designated
12 as "CONFIDENTIAL."

13 O. Receiving Party: A Party that receives Disclosure or Discovery Material
14 from a Producing Party.

15 **IV. SCOPE**

16 A. The protections conferred by this Stipulation and Order cover not only
17 Protected Material (as defined above), but also (1) any information copied or extracted
18 from Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected
19 Material; and (3) any testimony, conversations, or presentations by Parties or their
20 Counsel that might reveal Protected Material.
21

22 B. Any use of Protected Material at trial shall be governed by the orders of the
23 trial judge. This Order does not govern the use of Protected Material at trial.
24

25 **V. DURATION**

26 Even after final disposition of this litigation, the confidentiality obligations
27 imposed by this Order shall remain in effect until a Designating Party agrees otherwise in
28

1 writing or a court order otherwise directs. Final disposition shall be deemed to be the
2 later of (1) dismissal of all claims and defenses in this Action, with or without prejudice;
3 and (2) final judgment herein after the completion and exhaustion of all appeals,
4 rehearings, remands, trials, or reviews of this Action, including the time limits for filing
5 any motions or applications for extension of time pursuant to applicable law.

6 **VI. DESIGNATING PROTECTED MATERIAL**

7 A. Exercise of Restraint and Care in Designating Material for Protection

8
9 1. Each Party or Non-Party that designates information or items for protection
10 under this Order must take care to limit any such designation to specific material
11 that qualifies under the appropriate standards. The Designating Party must
12 designate for protection only those parts of material, documents, items, or oral or
13 written communications that qualify so that other portions of the material,
14 documents, items, or communications for which protection is not warranted are
15 not swept unjustifiably within the ambit of this Order.

16 2. Mass, indiscriminate, or routinized designations are prohibited.

17 Designations that are shown to be clearly unjustified or that have been made for an
18 improper purpose (e.g., to unnecessarily encumber the case development process
19 or to impose unnecessary expenses and burdens on other parties) may expose the
20 Designating Party to sanctions.

21 3. If it comes to a Designating Party's attention that information or items that
22 it designated for protection do not qualify for protection, that Designating Party
23 must promptly notify all other Parties that it is withdrawing the inapplicable
24 designation.
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B. Manner and Timing of Designations

1. Except as otherwise provided in this Order (*see, e.g.*, Section B(2)(b) below), or as otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so designated before the material is disclosed or produced.

2. Designation in conformity with this Order requires the following:

a. For information in documentary form (e.g., paper or electronic documents, but excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix at a minimum, the legend “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that contains protected material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).

b. A Party or Non-Party that makes original documents available for inspection need not designate them for protection until after the inspecting Party has indicated which documents it would like copied and produced. During the inspection and before the designation, all of the material made available for inspection shall be deemed “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants copied and produced, the Producing Party must determine which documents, or portions thereof, qualify for protection under this Order. Then, before producing the specified documents, the Producing Party must affix the

“CONFIDENTIAL legend” to each page that contains Protected Material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).

c. For testimony given in depositions, that the Designating Party identify the Disclosure or Discovery Material on the record, before the close of the deposition all protected testimony.

d. For information produced in form other than document and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information is stored the legend “CONFIDENTIAL.” If only a portion or portions of the information warrants protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

C. Inadvertent Failure to Designate

1. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party’s right to secure protection under this Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

VII. CHALLENGING CONFIDENTIALITY DESIGNATIONS

A. Timing of Challenges

1. Any party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court’s Scheduling Order.

B. Meet and Confer

1 1. The Challenging Party shall initiate the dispute resolution process under
2 Local Rule 37.1 et seq.

3 C. The burden of persuasion in any such challenge proceeding shall be on the
4 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g.,
5 to harass or impose unnecessary expenses and burdens on other parties) may expose the
6 Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn
7 the confidentiality designation, all parties shall continue to afford the material in question
8 the level of protection to which it is entitled under the Producing Party's designation until
9 the Court rules on the challenge.
10 the Court rules on the challenge.

11 **VIII. ACCESS TO AND USE OF PROTECTED MATERIAL**

12 A. Basic Principles

13 1. A Receiving Party may use Protected Material that is disclosed or produced
14 by another Party or by a Non-Party in connection with this Action only for
15 prosecuting, defending, or attempting to settle this Action. Such Protected
16 Material may be disclosed only to the categories of persons and under the
17 conditions described in this Order. When the Action has been terminated, a
18 Receiving Party must comply with the provisions of Section XIV below.
19 Receiving Party must comply with the provisions of Section XIV below.

20 2. Protected Material must be stored and maintained by a Receiving Party at a
21 location and in a secure manner that ensures that access is limited to the persons
22 authorized under this Order.

23 B. Disclosure of "CONFIDENTIAL" Information or Items

24 1. Unless otherwise ordered by the Court or permitted in writing by the
25 Designating Party, a Receiving Party may disclose any information or item
26 designated "CONFIDENTIAL" only to:
27 designated "CONFIDENTIAL" only to:

- a. The Receiving Party's Outside Counsel of Record in this Action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this Action;
- b. The officers, directors, and employees (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this Action;
- c. Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);
- d. The Court and its personnel;
- e. Court reporters and their staff;
- f. Professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the "Acknowledgment and Agreement to be Bound" attached as Exhibit A hereto;
- g. The author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;
- h. During their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (i) the deposing party requests that the witness sign the "Acknowledgment and Agreement to Be Bound;" and (ii) they will not be permitted to keep any confidential information unless they sign the "Acknowledgment and Agreement to Be Bound," unless otherwise agreed by the Designating Party

1 or ordered by the Court. Pages of transcribed deposition testimony or
2 exhibits to depositions that reveal Protected Material may be separately
3 bound by the court reporter and may not be disclosed to anyone except as
4 permitted under this Stipulated Protective Order; and

5 i. Any mediator or settlement officer, and their supporting personnel,
6 mutually agreed upon by any of the parties engaged in settlement
7 discussions.

8
9 **IX. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED**
10 **IN OTHER LITIGATION**

11 A. If a Party is served with a subpoena or a court order issued in other
12 litigation that compels disclosure of any information or items designated in this Action as
13 “CONFIDENTIAL,” that Party must:

- 14 1. Promptly notify in writing the Designating Party. Such notification shall
15 include a copy of the subpoena or court order;
16
17 2. Promptly notify in writing the party who caused the subpoena or order to
18 issue in the other litigation that some or all of the material covered by the
19 subpoena or order is subject to this Protective Order. Such notification shall
20 include a copy of this Stipulated Protective Order; and
21
22 3. Cooperate with respect to all reasonable procedures sought to be pursued by
23 the Designating Party whose Protected Material may be affected.

24 B. If the Designating Party timely seeks a protective order, the Party served
25 with the subpoena or court order shall not produce any information designated in this
26 action as “CONFIDENTIAL” before a determination by the Court from which the
27 subpoena or order issued, unless the Party has obtained the Designating Party’s

1 permission. The Designating Party shall bear the burden and expense of seeking
2 protection in that court of its confidential material and nothing in these provisions should
3 be construed as authorizing or encouraging a Receiving Party in this Action to disobey a
4 lawful directive from another court.

5 **X. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE**
6 **PRODUCED IN THIS LITIGATION**

7 A. The terms of this Order are applicable to information produced by a Non-
8 Party in this Action and designated as "CONFIDENTIAL." Such information produced by
9 Non-Parties in connection with this litigation is protected by the remedies and relief
10 provided by this Order. Nothing in these provisions should be construed as prohibiting a
11 Non-Party from seeking additional protections.

12 B. In the event that a Party is required, by a valid discovery request, to produce
13 a Non-Party's confidential information in its possession, and the Party is subject to an
14 agreement with the Non-Party not to produce the Non-Party's confidential information,
15 then the Party shall:
16

- 17 1. Promptly notify in writing the Requesting Party and the Non-Party that
18 some or all of the information requested is subject to a confidentiality agreement
19 with a Non-Party;
20
- 21 2. Promptly provide the Non-Party with a copy of the Stipulated Protective
22 Order in this Action, the relevant discovery request(s), and a reasonably specific
23 description of the information requested; and
24
- 25 3. Make the information requested available for inspection by the Non-Party,
26 if requested.

1 C. If the Non-Party fails to seek a protective order from this court within 14
2 days of receiving the notice and accompanying information, the Receiving Party may
3 produce the Non-Party's confidential information responsive to the discovery request. If
4 the Non-Party timely seeks a protective order, the Receiving Party shall not produce any
5 information in its possession or control that is subject to the confidentiality agreement
6 with the Non-Party before a determination by the court. Absent a court order to the
7 contrary, the Non-Party shall bear the burden and expense of seeking protection in this
8 court of its Protected Material.
9

10 **XI. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

11 A. If a Receiving Party learns that, by inadvertence or otherwise, it has
12 disclosed Protected Material to any person or in any circumstance not authorized under
13 this Stipulated Protective Order, the Receiving Party must immediately (1) notify in
14 writing the Designating Party of the unauthorized disclosures, (2) use its best efforts to
15 retrieve all unauthorized copies of the Protected Material, (3) inform the person or
16 persons to whom unauthorized disclosures were made of all the terms of this Order, and
17 (4) request such person or persons to execute the "Acknowledgment and Agreement to be
18 Bound" that is attached hereto as Exhibit A.
19

20 **XII. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
21 **PROTECTED MATERIAL**

22 A. A Producing Party's disclosure of information or documents that are
23 protected from disclosure by the attorney-client privilege, the attorney work product
24 doctrine, the Bank Examiner Privilege or any other privilege, immunity, or prohibition on
25 disclosure ("Privileged Documents"), shall not constitute a waiver with respect to such
26 Privileged Documents or generally of such privilege, immunity or prohibition, provided
27

1 that the Producing Party notifies the Receiving Party, in writing, of the production after
2 its discovery of the same. The Producing Party must specifically and individually identify
3 the Privileged Documents which it unintentionally produced to the Receiving
4 Party. Upon written notification of the production of privileged materials (hereafter
5 referred to as "Identified Materials") by the Producing Party, the Receiving Party shall
6 return, destroy, or delete the Identified Materials as requested by the Producing Party. If
7 the Receiving Party has any notes or other work product reflecting the contents of the
8 Identified Materials, the Receiving Party will not review or use those materials unless a
9 court later designates the Identified Materials as not privileged or protected.
10

11 (i) The Identified Materials shall be deleted from any systems used to house
12 the documents, including document review databases, e-rooms and any other location
13 that stores the documents.

14 (ii) The contents of the Identified Materials shall not be disclosed to anyone
15 who was not already aware of the contents of them before the notice was made.

16 (iii) The Receiving Party may make no use of the Identified Materials during
17 any aspect of this matter or any other matter, including in depositions or at trial, unless
18 the documents are later designated by a court as not privileged or protected.
19

20 (iv) The Party returning the Identified Materials may move the Court for an
21 order compelling production of some or all of the material returned or destroyed, but the
22 basis for such a motion may not be the fact or circumstances of the production.

23 (v) If any receiving party is in receipt of a document from a producing party
24 which the receiving party has reason to believe is privileged, the receiving party shall in
25 good faith take reasonable steps to promptly notify the producing party of the production
26 of that document so that the producing party may make a determination of whether it
27

1 wishes to have the documents returned or destroyed pursuant to this Stipulated
2 Protective Order.

3 B. This Stipulation and Order does not constitute a concession by any party
4 that any documents are subject to protection by the attorney-client privilege, the work
5 product doctrine or any other potentially applicable privilege or prohibition on
6 production. This agreement also is not intended to waive or limit in any way either party's
7 right to contest any privilege claims that may be asserted with respect to any of the
8 documents produced except to the extent stated in the Stipulation and Order.

9
10 **XIII. RESTRICTIONS ON THE USE OF ARTIFICIAL INTELLIGENCE.**

11 The Parties agree that a Receiving Party may use artificial intelligence software
12 and services (together, an "AI Model") to aid in the processing, review, and analysis of
13 Discovery Material in this litigation, provided however that any such AI Model must
14 protect the confidentiality of the information as required by this Stipulation and Order.
15 The Parties expressly agree that no Receiving Party will submit any Discovery Material
16 received pursuant to this Stipulation and Order to an AI Model that is open or available to
17 the public, including ChatGPT and similar tools. The Parties further expressly agree that
18 no Receiving Party will submit any Discovery Material received pursuant to this
19 Stipulation and Order to any proprietary or closed AI Model unless it first ensures that
20 the AI tool will not learn from, be trained on, or otherwise incorporate the Discovery
21 Material for any purpose other than the prosecution or defense of this litigation. Before a
22 Receiving Party submits Discovery Material received pursuant to this Stipulation and
23 Order to an AI Model in compliance with this paragraph, the Receiving Party shall make
24 certain that such Discovery Material will not be accessible to unauthorized persons and
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1 that it can be deleted from the AI Model in accordance with Section 13 of this Stipulation
2 and Order.

3 **XIV. MISCELLANEOUS**

4 A. Right to Further Relief

- 5 1. Nothing in this Order abridges the right of any person to seek its
6 modification by the Court in the future.

7 B. Right to Assert Other Objections

- 8 1. By stipulating to the entry of this Protective Order, no Party waives any
9 right it otherwise would have to object to disclosing or producing any information
10 or item on any ground not addressed in this Stipulated Protective Order.

11 Similarly, no Party waives any right to object on any ground to use in evidence of
12 any of the material covered by this Protective Order.

13 C. Filing Protected Material

- 14 1. A Party that seeks to file under seal any Protected Material must comply
15 with Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant to a
16 court order authorizing the sealing of the specific Protected Material at issue. If a Party's
17 request to file Protected Material under seal is denied by the Court, then the Receiving
18 Party may file the information in the public record unless otherwise instructed by the
19 Court.
20
21

22 **XV. FINAL DISPOSITION**

- 23 A. After the final disposition of this Action, as defined in Section V, within
24 sixty (60) days of a written request by the Designating Party, each Receiving Party must
25 return all Protected Material to the Producing Party or destroy such material. As used in
26 this subdivision, "all Protected Material" includes all copies, abstracts, compilations,
27

1 summaries, and any other format reproducing or capturing any of the Protected Material.
2 Whether the Protected Material is returned or destroyed, the Receiving Party must
3 submit a written certification to the Producing Party (and, if not the same person or
4 entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category,
5 where appropriate) all the Protected Material that was returned or destroyed and (2)
6 affirms that the Receiving Party has not retained any copies, abstracts, compilations,
7 summaries or any other format reproducing or capturing any of the Protected Material.
8 Notwithstanding this provision, Counsel are entitled to retain an archival copy of all
9 pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda,
10 correspondence, deposition and trial exhibits, expert reports, attorney work product, and
11 consultant and expert work product, even if such materials contain Protected Material.
12 Any such archival copies that contain or constitute Protected Material remain subject to
13 this Protective Order as set forth in Section V.
14

15 B. Any violation of this Order may be punished by any and all appropriate
16 measures including, without limitation, contempt proceedings and/or monetary
17 sanctions. The Parties agree that they would not have an adequate remedy at law in the
18 event that a court of competent jurisdiction determines that there is an actual or
19 threatened breach of this Stipulation and Order by any Party and agree that under such
20 circumstances the Parties will be entitled to specific performance and/or injunctive relief
21 to enforce the terms hereof, in addition to any remedy to which they may be entitled at
22 law or in equity.
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1 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

2 Date: May 15, 2025

LAW OFFICES OF M. DANTON RICHARDSON

3
4 By: /s/ M. Danton Richardson

5 M. Danton Richardson

6 Attorneys for Plaintiffs,

7 Xiaoyan Zhou and Hui Cao

8 Date: May 15, 2025

SEVERSON & WERSON

9
10 By: /s/ Lisamarie McDermott

11 Austin B. Kenney

12 Lisamarie McDermott

13 Attorneys for Defendant,

14 Bank Of America, N.A.

15 Date: May 15, 2025

STEPTOE LLP

16
17 By: /s/ Julieta Stepanyan

18 Julieta Stepanyan

19 Attorneys for Defendant,

20 JPMorgan Chase Bank, N.A.

21 Date: May 15, 2025

MASCHERONI LAW

22
23 By: /s/ Laura E. Mascheroni

24 Laura E. Mascheroni

25 Attorneys for Defendants,

26 Navigators Real Estate, Inc. and Muzi Zhou

27 [signatures continued on next page]

Date: May 15, 2025

THAKUR LAW FIRM, APC

By: /s/ Pamela Tahim Thakur
PAMELA TAHIM THAKUR
ALEXIA PORRON
Attorneys for Defendants,
Trilogy Escrow, Inc. and Janelle Cowan

CERTIFICATION OF AUTHORIZATION OF SIGNATORIES

The undersigned hereby attests that all other signatories listed hereinabove, and on whose behalf the filing is submitted, concur in this filing's content and have authorized the filing of this Stipulated Protective Order.

Dated: June 9, 2025

By: /s/ M. Danton Richardson
M. Danton Richardson

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

Dated: 06/10/2025

/s/ Autumn D. Spaeth
HONORABLE AUTUMN D. SPAETH
United States Magistrate Judge

EXHIBIT A
ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____
_____ [print or type full address], declare under penalty of perjury that I have
read in its entirety and understand the Stipulated Protective Order that was issued by the
United States District Court for the Central District of California on [DATE] in the case of
_____ [insert formal name of the case and the number and
initials assigned to it by the Court]. I agree to comply with and to be bound by all the
terms of this Stipulated Protective Order and I understand and acknowledge that failure
to so comply could expose me to sanctions and punishment in the nature of contempt. I
solemnly promise that I will not disclose in any manner any information or item that is
subject to this Stipulated Protective Order to any person or entity except in strict
compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for
the Central District of California for the purpose of enforcing the terms of this Stipulated
Protective Order, even if such enforcement proceedings occur after termination of this
action. I hereby appoint _____ [print or type full name] of _____
_____ [print or type full address and telephone number] as my
California agent for service of process in connection with this action or any proceedings
related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed Name: _____

Signature: _____

CERTIFICATE OF SERVICE

I hereby certify that on June 9, 2025, the foregoing **STIPULATED PROTECTIVE ORDER** was filed with the Court's CM/ECF system and was served on the following counsel of record via email:

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TRILOGY ESCROW, INC. and
JANELLE COWAN

By: /s/ M. Danton Richardson
M. Danton Richardson